



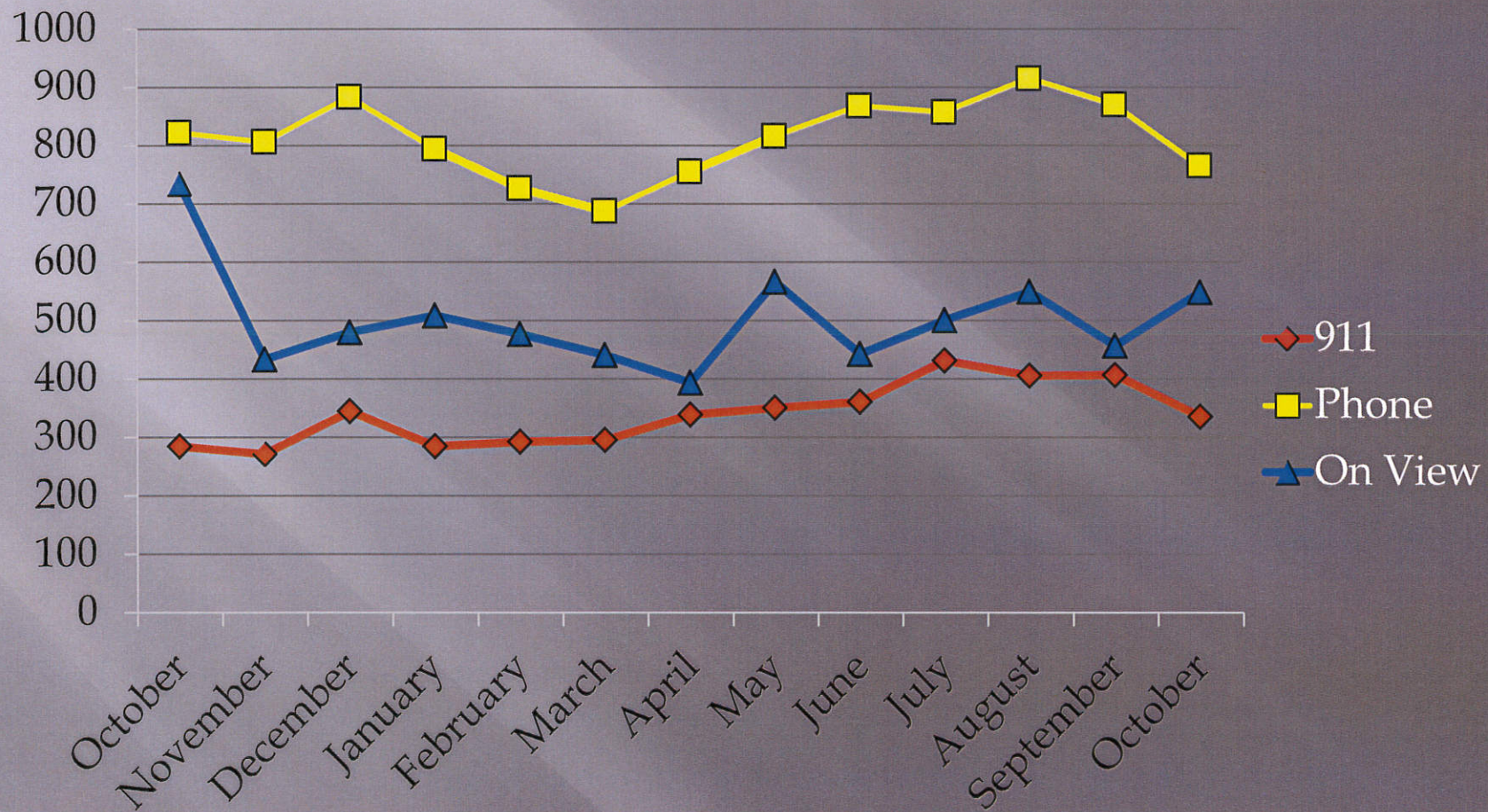
# Cottonwood Heights Police Department October 2014







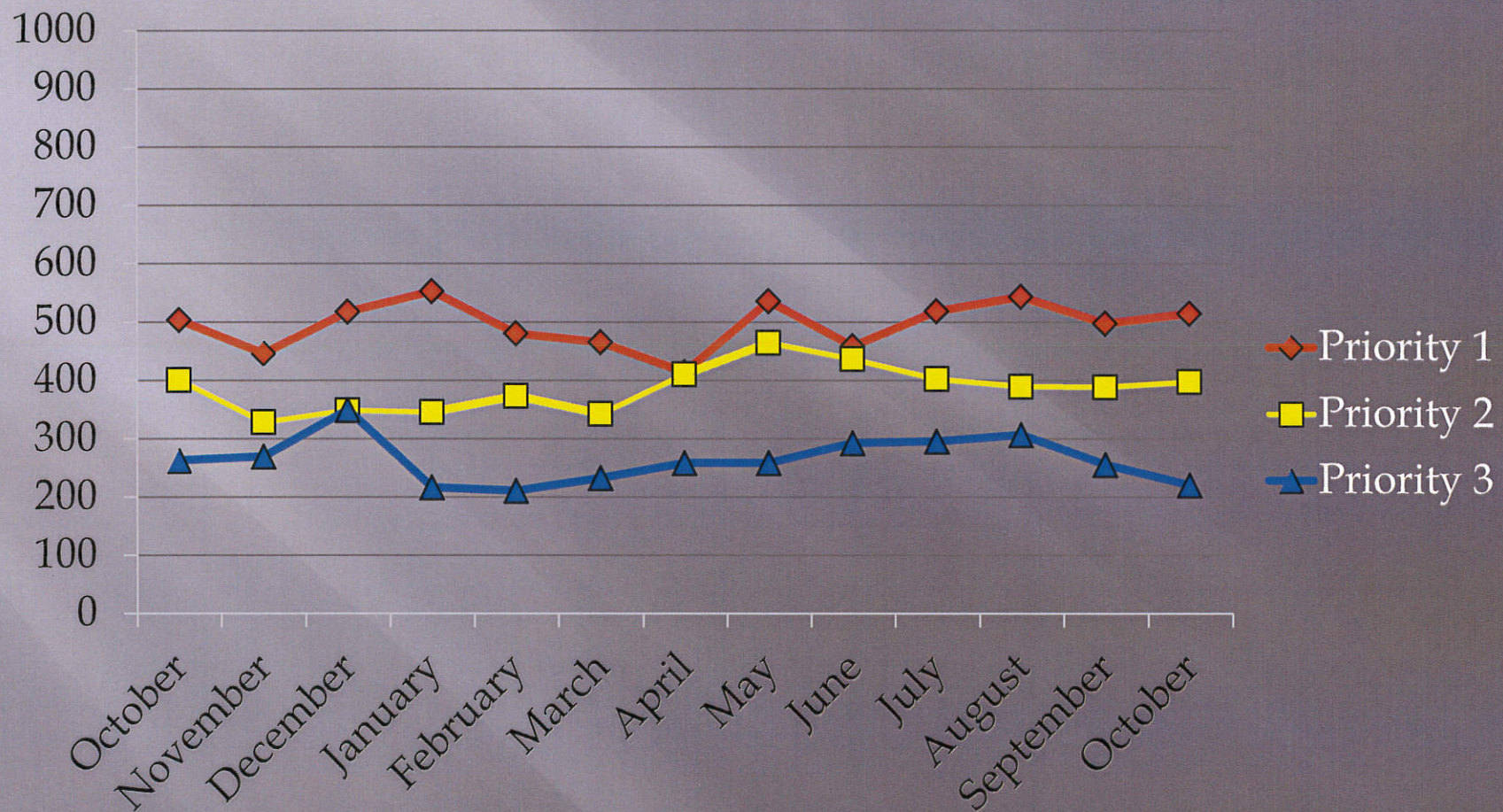
# Calls For Service By Source







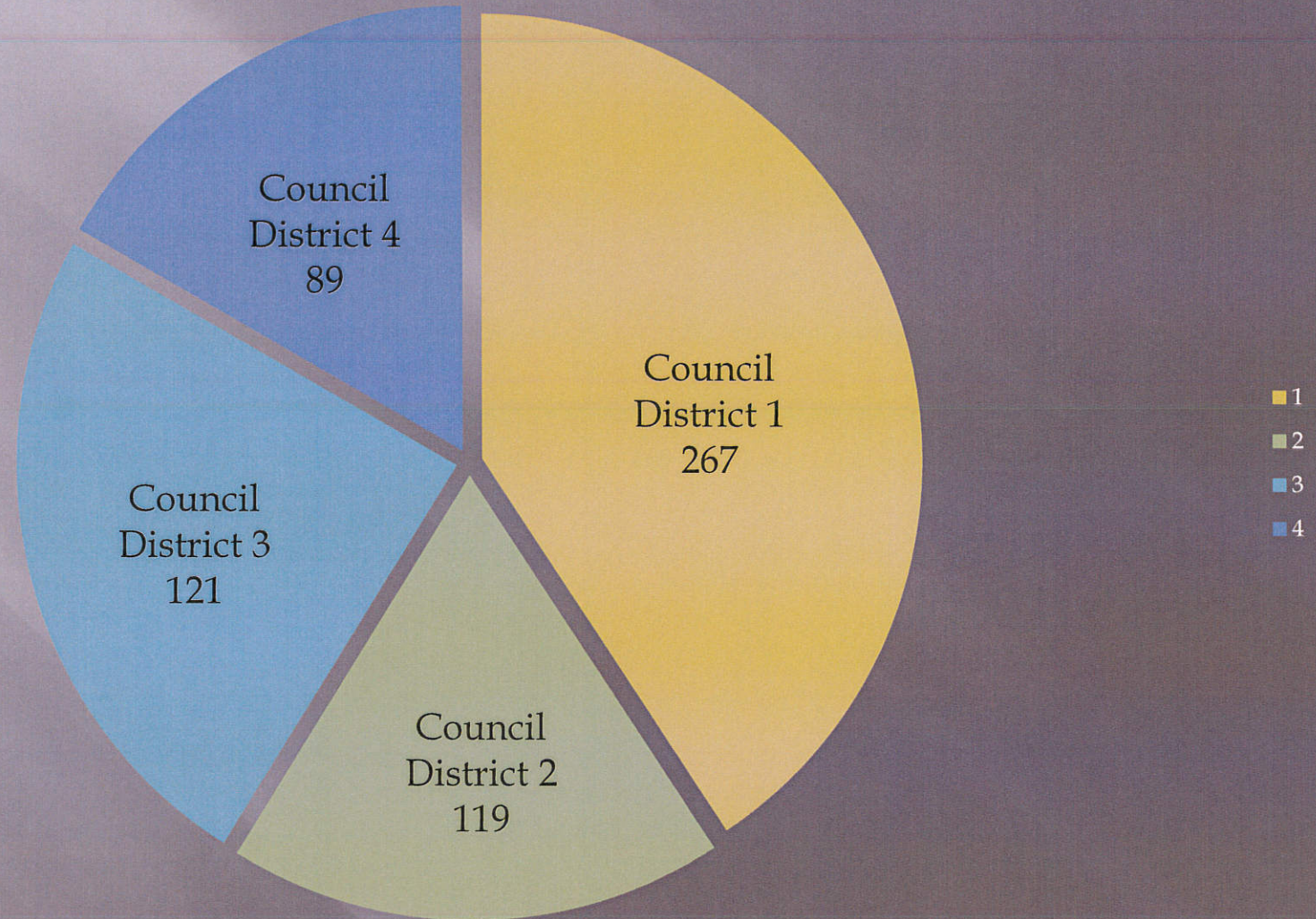
# Calls for Service by Priority







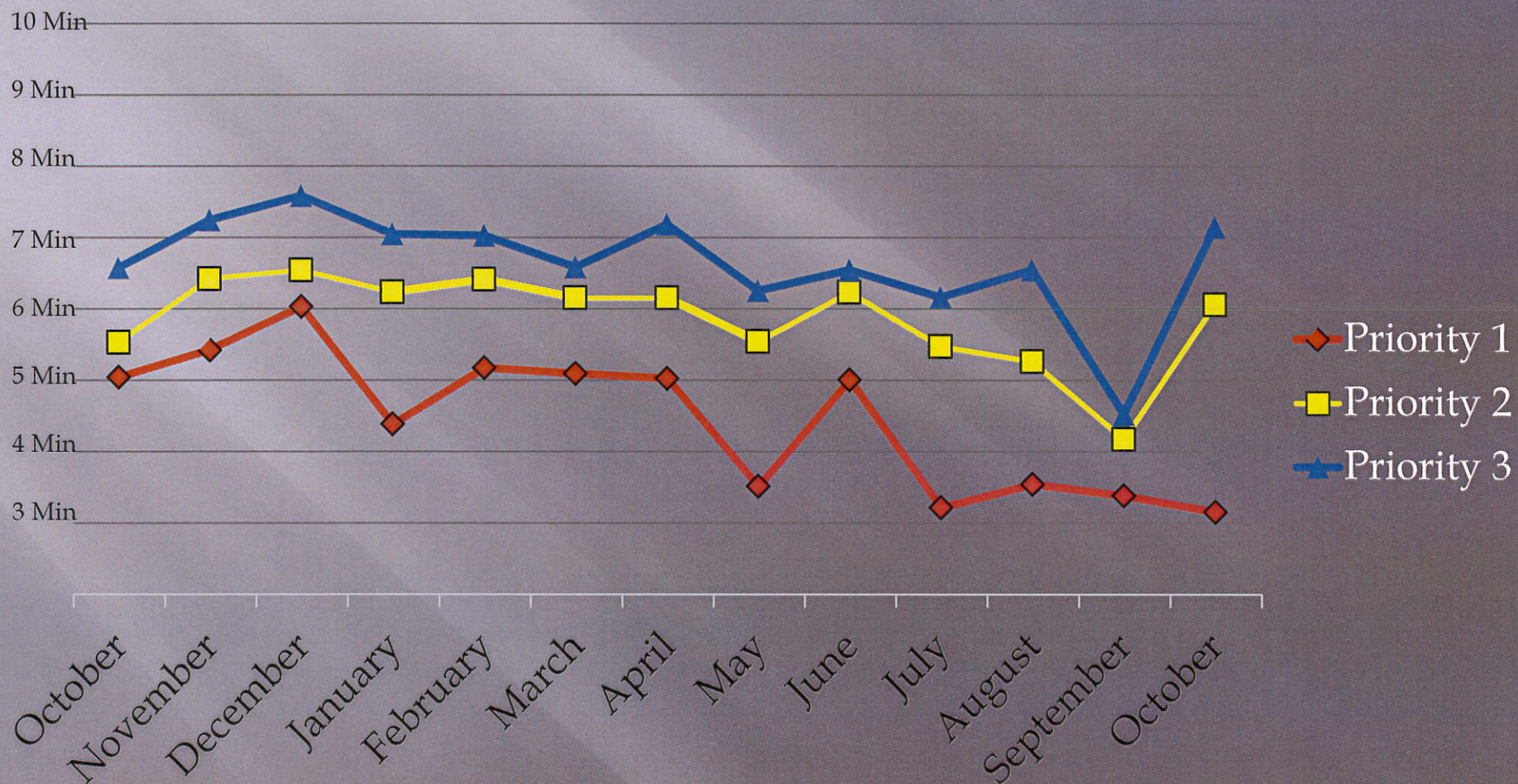
# Reports by Council District



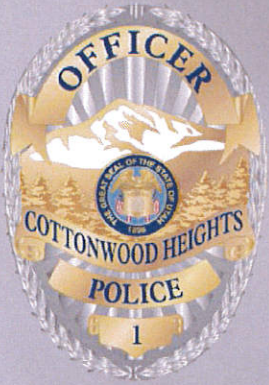




# Response Times



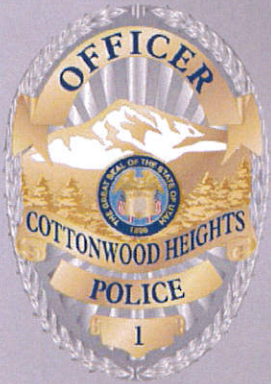




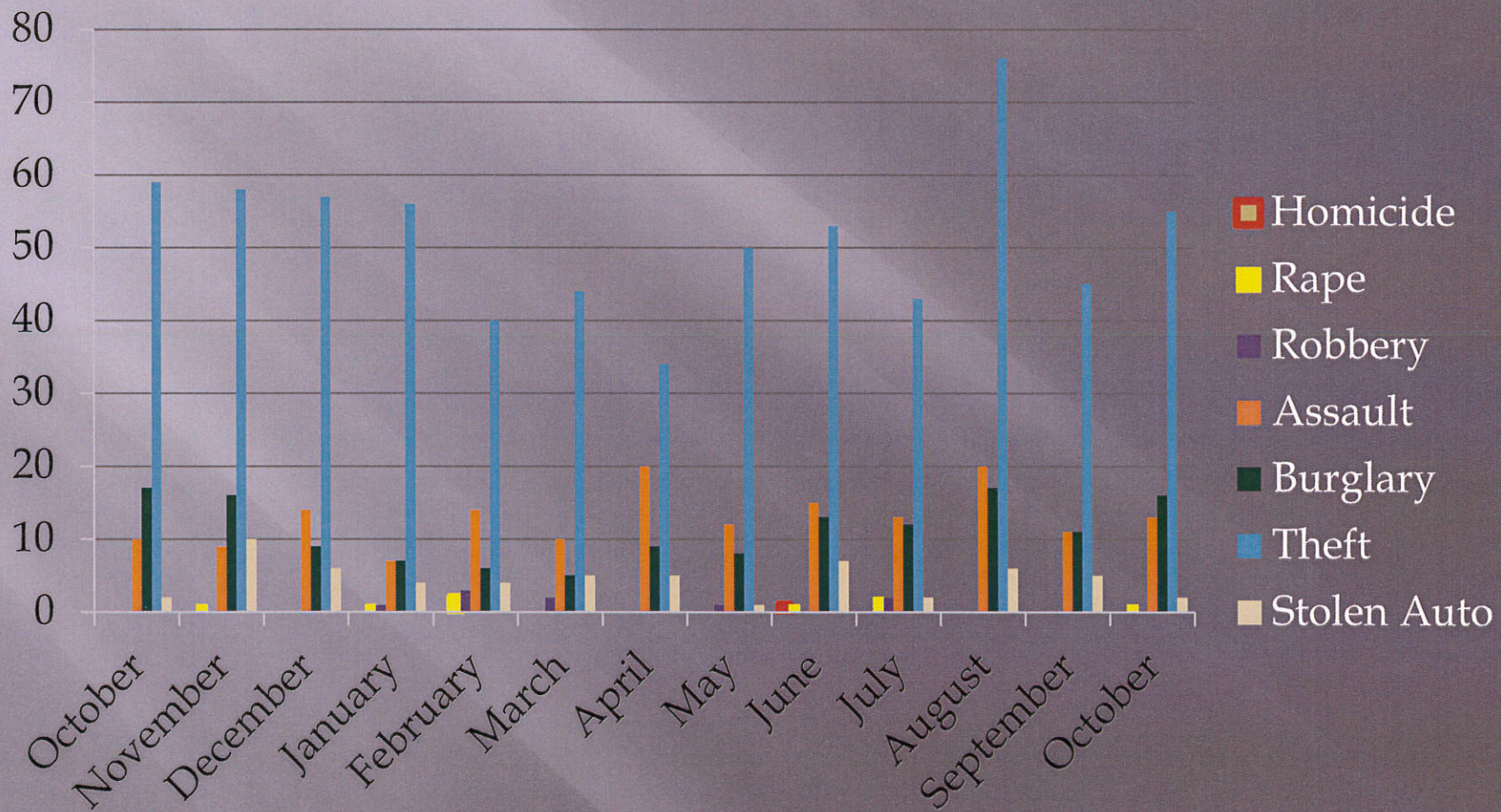
# Overall UCR Crime View

	October 13	October 14
Homicide	0	0
Rape	0	1
Robbery	0	0
Assault	10	16
Burglary	17	11
Theft	59	55
Stolen Auto	2	2
Total	88	87





# UCR Crime View





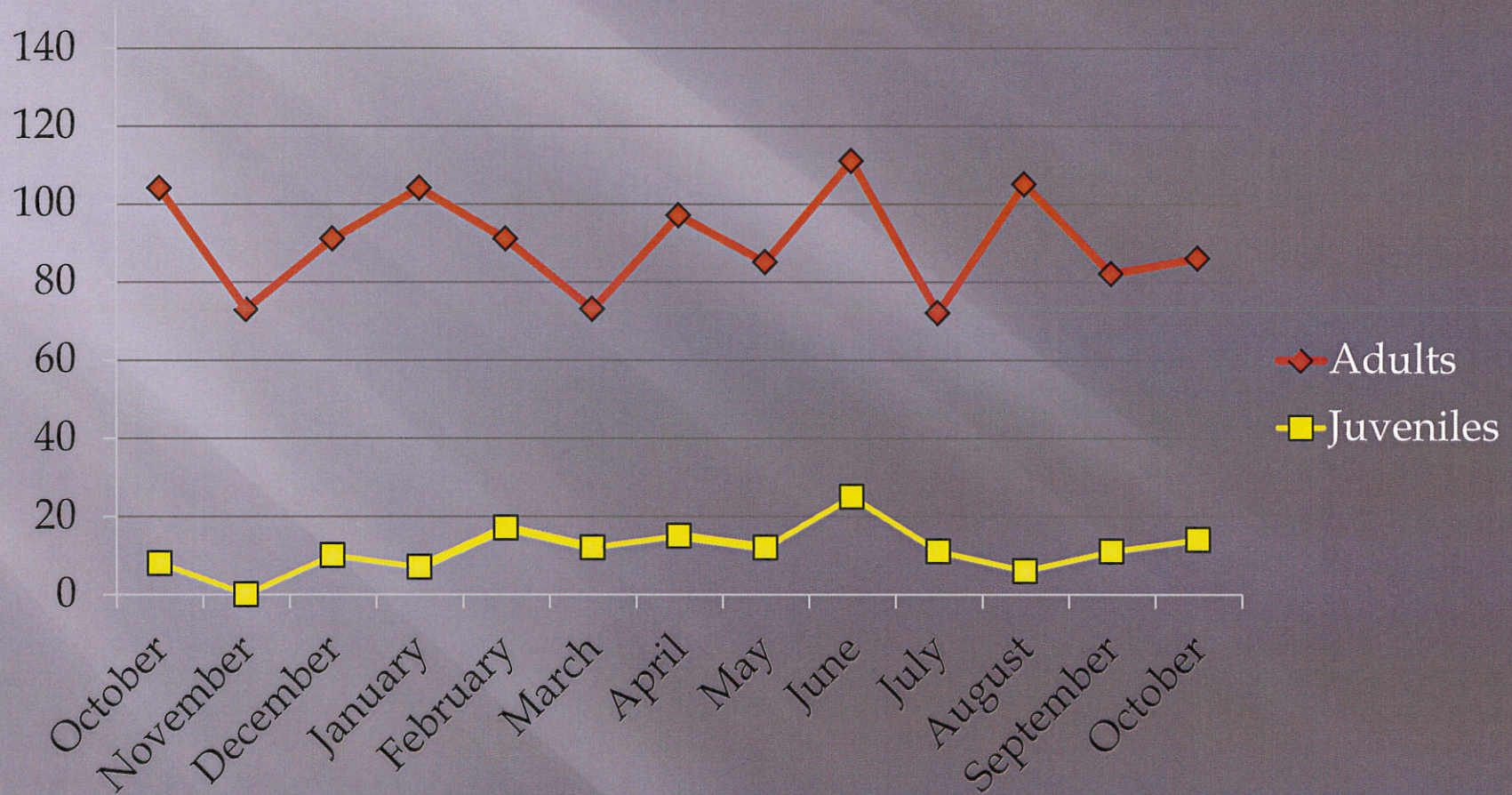
12 reports taken from noon to midnight.







# Arrests







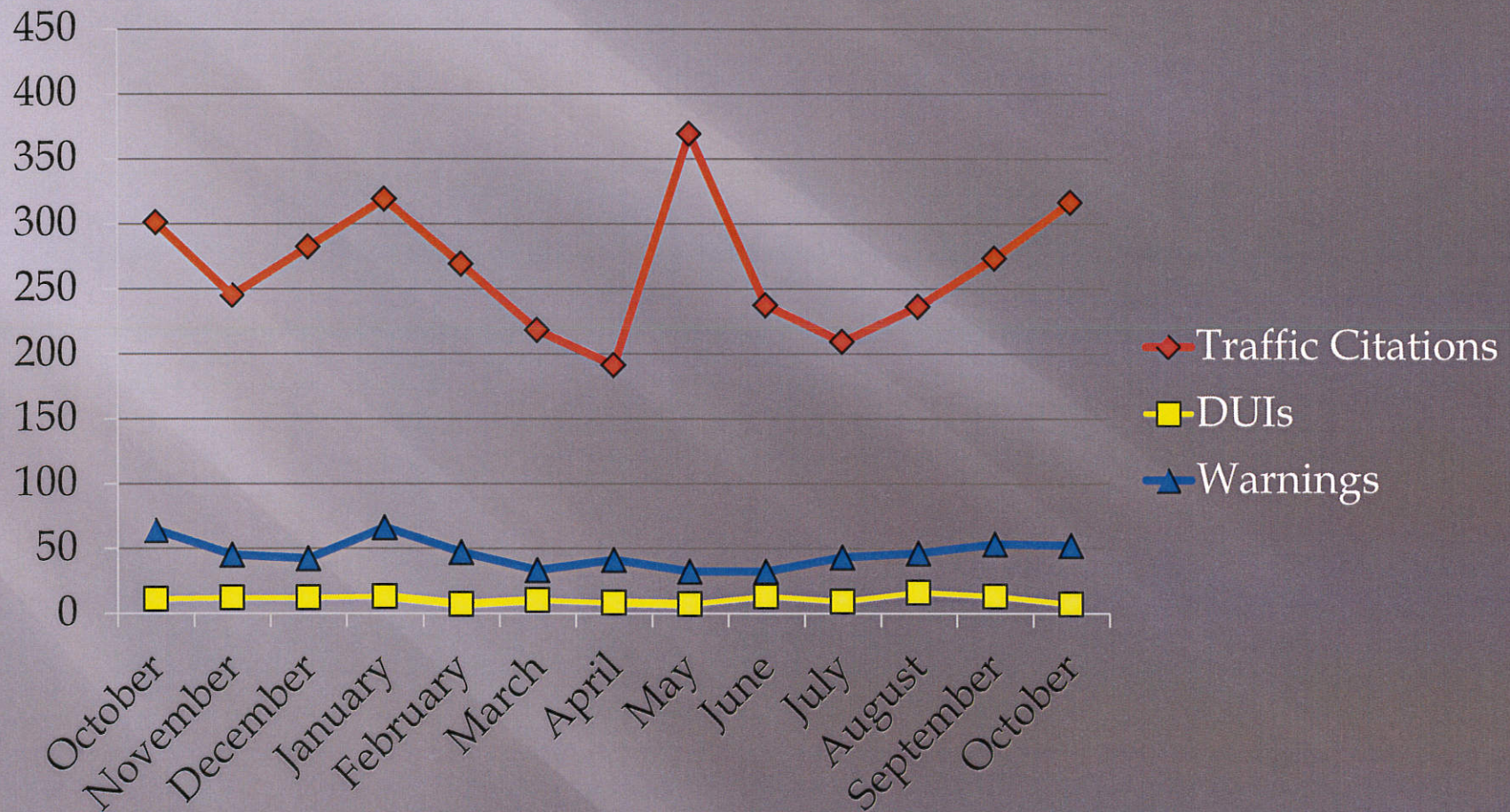
# Arrests by Offense

Offense	Adult	Juvenile
Forcible Rape	1	1
Aggravated Assault	3	
Burglary	2	
Theft	17	
Auto Theft		2
Other Assault	8	
Forgery	3	
Fraud	1	
Vandalism	3	
Weapons Offense	2	
Sex Offense		1
Sale / Manufacturing of Other Drugs	2	
Possession of Marijuana	4	3
Possession of Other Drugs	6	1
Family Offense	7	
DUI	8	
Liquor Laws	3	
Drunkenness	1	
Disorderly Conduct		2
All Other	15	4
Total	86	14

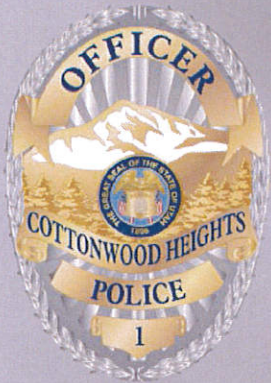




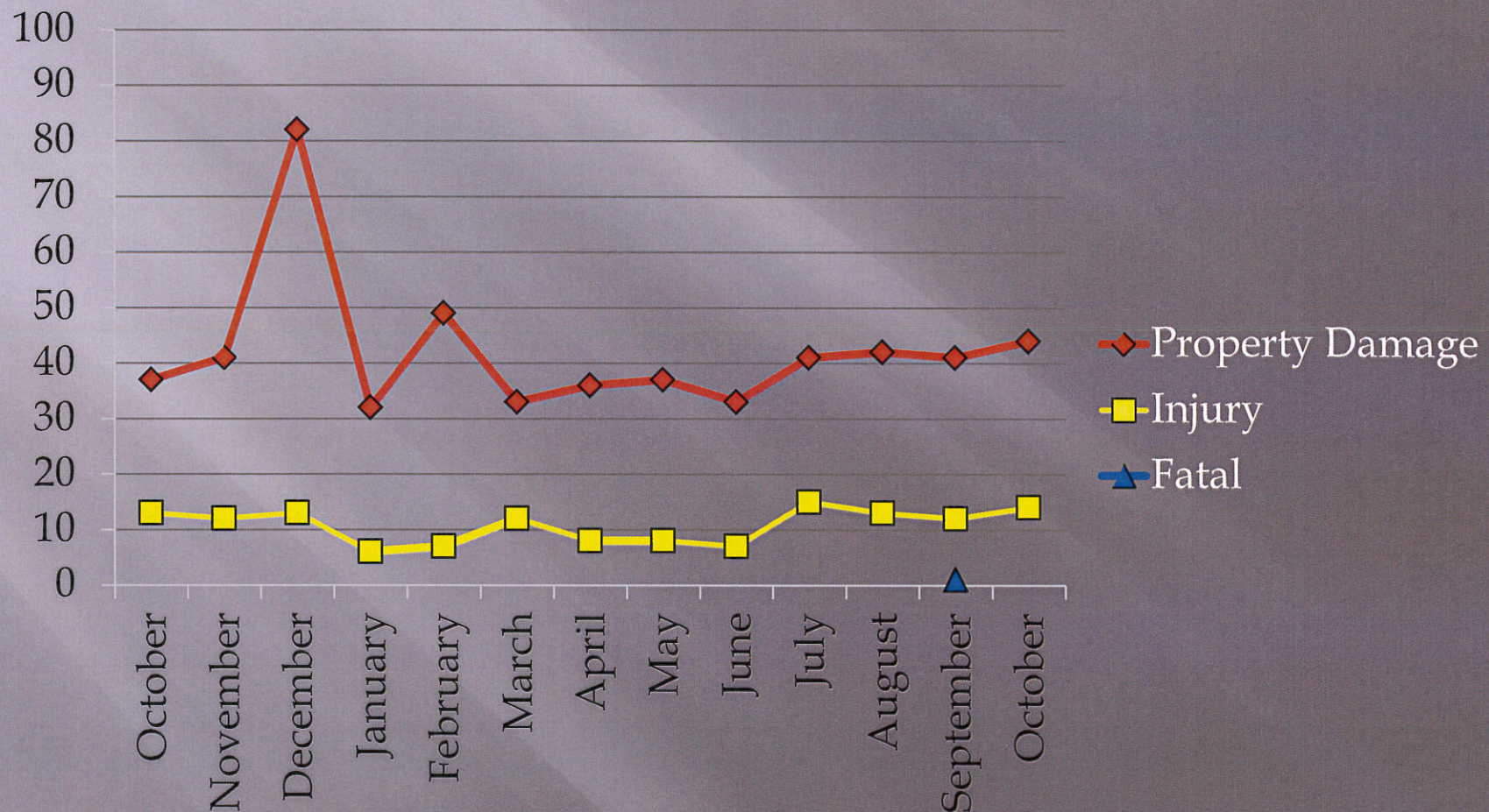
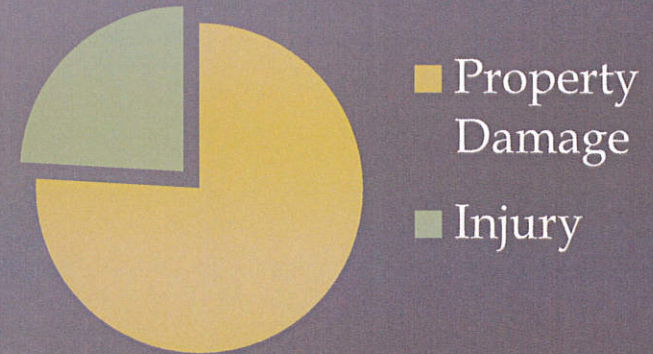
# Traffic Citations & DUIs







# Crashes











# Cottonwood Heights Victim Assistance Program

Cottonwood Heights  
**POLICE**







# 2013-2014 VOCA Annual Report

## Crime Types

Crime Type	# of Victims Served	Crime Type	# of Victims Served
Child Abuse Physical	9	Adults Molested as Children	1
Child Abuse Sexual	32	Homicide Survivors	3
DUI	25	Robbery	7
Domestic Violence	339	Assault	51
Adult Sexual Assault	10	Other Violent Crimes	122
Elder Abuse	16	Other	12

Total Victims: 627

Primary: 562

Secondary: 65







# 2012-2013 VOCA Annual Report

## Services

Service Type	# of Times Service Provided	Service Type	# of Times Service Provided
Crisis Counseling	45	Criminal Justice Support and Advocacy	315
Follow Up Contact	1,575	Emergency Financial Assistance	13
Therapy	0	Emergency Legal Advocacy	13
Group Treatment	0	Assistance Filing Compensation Claims	304
Crisis Hotline	0	Personal Advocacy	1,023
Shelter/ Safe House	3	Call Outs	13
Information & Referral (In-Person)	219	Information & Referral (Phone)	239





## Trainings/Meetings Attended

- SWAVO Conferences
  - LGBTQ Community Needs – 7/2014
  - Teen Violence & Protections Under the Law – 9/2014
- Justice for Crime Victims Conference – 6/2014
- Utah Domestic Violence Leadership Forum – 7/2014
- Salt Lake Area Domestic Violence Coalition - Monthly







## Updates

- 2014-2015 VOCA Grant
  - New Database for Statistical Reporting
- New Website
- Volunteers
  - Stephanie Harper – August 2012
  - Hiring - January 2015







# PUBLIC WORKS Status Report 10/14/2014

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## STREET AND SIDEWALK MAINTENANCE

### M 10-01 Asphalt Maintenance (Terracare)

Budget: 946,000

YTD Expenditures: \$550,968.00

Object Code: 11-4415-360

Projected Completion Date: Ongoing

Update Summaries:

9/9 – Overlay work is underway with slurry to follow starting Sept. 18<sup>th</sup>

10/14 – Our asphalt maintenance is on hold until spring

## Capital Improvement Projects

### CIP 10-01 ADA Ramp Project

Budget: 65,000

YTD Expenditures:

Object Code: 45-7002-731 Projected Completion Date: Ongoing

Update Summaries:

9/9 – Quicksilver was the low bidder again this year, he will start sometime in Oct. and complete as much as weather will allow before weather shuts us down

10/14 – This work is on hold until spring

### CIP 10-03 Signal Upgrades

Budget: 0

YTD Expenditures: 0

Object Code: 45-7019-730 Projected Completion Date: Ongoing

Update Summaries:

9/9 – No change

10/14 – Nothing new to report



#### CIP 10-04 Cross Gutter Replacement Program

Budget: 42,000

YTD Expenditures:

Object Code: 45-7012-731

Projected Completion Date: Ongoing

##### Update Summaries:

9/9 – Areas have been identified, work will start in Oct.

10/14 – This is on hold until spring

#### CIP Union Park Median Landscape Project

Budget: 1,200,000.00

YTD Expenditures: 735,000

Object Code: 45 7053 731

Projected Completion Date: 2013

##### Update Summaries:

9/9 – Staker is working on a schedule now to finish the overlay on Union Park Ave.

10/14 – Staker finished the overlay on the east side of Union Park Ave. We will be raising water valves soon

#### CHC.275-279

#### Ft. Union Park and Ride

Budget: \$925,000

YTD Expenditures: 169,705

Object Code: 45-7057-731

Project Completion Date: 2015

##### Update Summaries:

10/14 – Work is under way, storm drains are being installed along Ft. Union Blvd. and across Big Cottonwood Canyon Rd.

#### CHC.179

#### 1700 East sidewalk Project

Budget: \$175,531

YTD Expenditures: 0

Object Code: 45-7052-731

Project Completion: 2014

Update Summaries: Work has not started



## STORM DRAIN MAINTENANCE (SD)

### SD 10-01 Storm Water Capital Facilities Plan Update

Budget: 0

YTD Expenditures: 0

Object Code: 45-7024-330

Projected Completion Date: March 2011

Update Summaries:

10/14 – Nothing new to report

### SD 10-02 Storm Drain Mapping and Condition

Budget: 184,089

YTD Expenditures: 8,750

Object Code: 45-7009-733

Projected Completion Date: Ongoing

Update Summaries:

10/14 – Mapping continues as new lines and manholes are found and raised to grade

## CONTRACT SERVICES (CS)

### CS10-01 Terracare Contract

Budget: 1,400,000

YTD Expenditures: 230,280

Object Code: 11-4415-360

Projected Completion Date: Ongoing

Update Summaries:

9/9 – Work continues on concrete replacement, tree trimming, weed removal, asphalt patching and prep work for overlay and slurry work

10/14 – Terracare continues to replace concrete, cut weeds and patch asphalt.

Preparations for winter are under way, plows and spreaders are being mounted on trucks and calibrated. The trucks are being serviced and part time drivers are running routes to become familiar with their areas.



#### CS10-02 Trip Hazard Mitigation Contract

Budget: 75,000 YTD Expenditures: 7,775  
Object Code: 45 799 7099 000 Projected Completion Date: 2012  
Update Summaries:  
9/9 – Precision has cut 211 trip hazards so far, work continues  
10/14 – Work is ongoing along Bengal Blvd

#### CS10-03 Cottonwood Heights Recreation Center Contract

Budget: YTD Expenditures: 71,823  
Object Code: 45-7027-717 Projected Completion Date: Ongoing  
Update Summaries:  
9/9 – Summer maintenance of parks and trails continue  
10/14 – Preparation for winter are underway, sprinkler lines are being blown out and winterized.

#### CS10-04 Street Sweeping Contract

Budget: 60,000 YTD Expenditures:  
Object Code: 11-4415-427-415 Projected Completion Date: Ongoing  
Update Summaries:  
9/9 – Sweeping has been completed  
10/14 – Waiting for our next turn and for more leaves to fall. We have asked for a price to do additional sweeping to help with falling leaves from Jacketta Sweeping

### RESEARCH AND STUDIES (RS)

No new studies are being done at this time

### BEAUTIFICATION PROJECTS (RB)

#### RB10-01 Big Cottonwood Canyon Trail Project

Budget: 196,000 YTD Expenditures: 55,745  
Object Code: 45 7015 735 Projected Completion Date: 2013



Update Summaries:

9/9 – We met with UDOT again and went through items lacking information before closeout can occur. Gilson has the list and is working on it

10/14 – Final paperwork is being submitted for project close out currently

## PROGRAM IMPLEMENTATION (PI)

### PI 10-01 Street Lighting Program

Budget: 0 YTD Expenditures: 0

Object Code: 45-7020-734 Projected Completion Date: June 2011

Update Summaries:

9/9 – Costs are back for the installation of underground power, costs will be presented to the council on 9/9/14 for direction

10/14 – We are still in discussions with Allyson Kimball regarding the lighting on Prospector Dr.

### PI 10-02 50/50 Sidewalk Replacement Program

Budget: 50,000 YTD Expenditures:

Object Code: 45-7028-717-415 Projected Completion Date: June 2011

Update Summaries:

9/9 – Terracare crews continue to work on resident requests. Quicksilver will also be doing some once they are on site

10/14 – Terracare will finish a few more and then concentrate on snow removal preparations. Some residents will be on hold with their 50/50 requests until spring

### PI 09-03 Traffic Calming Program

Budget: 0 YTD Expenditures:

Object Code: 45-7007-730 Projected Completion Date: June 2011

Update Summaries:

9/9- No new requests have been received.

10/14 – Several phone calls have been received regarding "Traffic Calming" but no petitions have come in. I have a Radar Speed sign in storage and have asked the county to install it on Nantucket/2325 east. I have not got a time frame for that installation back from them yet







# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-71

### A RESOLUTION AUTHORIZING DISPOSAL OF UNCLAIMED PROPERTY AND/OR PROPERTY NO LONGER NEEDED AS EVIDENCE

**WHEREAS**, UTAH CODE ANN. §§77-24a-1 *et seq.* (the “*Lost or Mislaid Property Chapter*”) establish the procedures for disposal of lost or mislaid property (“*Lost Property*”) that comes into the possession of a law enforcement agency; and

**WHEREAS**, UTAH CODE ANN. §§24-3-101 to -104 (the “*Property Held As Evidence Chapter*”) (the Property Held as Evidence Chapter and the Lost or Mislaid Property Chapter are collectively referred to herein as the “*Disposal Statutes*”) establish the procedures for disposal by a law enforcement agency of property no longer needed as evidence in connection with any public offense (collectively, “*Evidence*”); and

**WHEREAS**, the Cottonwood Heights Police Department (“*CHPD*”) has identified various items of Lost Property and/or Evidence (collectively, the “*Property*”) in its possession that are subject to disposition as provided in the Disposal Statutes and has requested the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) to acknowledge CHPD’s possession of the Property; to authorize CHPD to dispose of the Property; and to permit the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

**WHEREAS**, the Council met on 11 November 2014 to consider, among other things, acknowledging CHPD’s possession of the items of Property described on the attached exhibits (the “*List*”); authorizing CHPD to dispose of such items of Property; and permitting the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

**WHEREAS**, after reviewing the List, the Council acknowledges CHPD’s possession of the items of Property listed thereon and, after careful consideration, has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to authorize CHPD’s disposal of such Property and to permit CHPD to apply the Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency;

**NOW THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the Council acknowledges CHPD’s possession of the items of Property shown on the List; authorizes CHPD’s disposal of such Property; and permits CHPD to apply such Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency



This Resolution, assigned no. 2014-71, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 11 November 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____ Nay ____
Michael L. Shelton	Yea ____ Nay ____
J. Scott Bracken	Yea ____ Nay ____
Michael J. Peterson	Yea ____ Nay ____
Tee W. Tyler	Yea ____ Nay ____

**DEPOSITED** in the office of the City Recorder this 11<sup>th</sup> day of November 2014.

**RECORDED** this \_\_\_\_ day of November 2014.



CHPD Case # 14X002582  
CHPD Evidence # 140500128  
Make: BMX  
Model:  
Serial # YSEL1H00031  
Review Date 09/01/2014

CHPD Case # 14X003338  
CHPD Evidence # 140600257  
Make: VERTICAL  
Model: 21 SPEED  
MOUNTAIN BIKE  
Serial # 57089254  
Review Date 10/01/2014

CHPD Case # 14X004113  
CHPD Evidence # 140800021  
Make: SPECIALIZED  
Model: HARDROCK  
Serial # WSBC60302985G  
Review Date 12/01/2014

CHPD Case # 14X003884  
CHPD Evidence # 140800022  
Make: SPECIALIZED  
Model: HARDROCK  
Serial # WSBC60302985G  
Review Date 12/01/2014

CHPD Case # 14X004381  
CHPD Evidence # 140800183  
Make: HUFFY  
Model: UPROAR  
Serial # AL08H056174  
Review Date 12/01/2014

CHPD Case # 14X004636  
CHPD Evidence # 140900009  
Make: NEXT POWER CLIM  
Model: 8575-18G  
Serial # TD2088045784  
Review Date 12/02/2014

CHPD Case # 14X004633  
CHPD Evidence # 140900010  
Make: MAGNA  
Model: GREAT DIVIDE  
Serial # 856042  
Review Date 12/02/2014

CHPD Case # 14X005192  
CHPD Evidence # 140900272  
Make: SPECIALIZED  
Model: VEGAS  
Serial # ACY9E03377  
Review Date 01/01/2015

CHPD Case # 14X005261  
CHPD Evidence # 141000001  
Make: MADWAGON  
Model: FULSOM  
Serial # SAP3K01401  
Review Date 02/01/2015

CHPD Case # 14X005188  
CHPD Evidence # 141000002  
Make: HOT WHEELS  
Model: 3585-35  
Serial # 72296608  
Review Date 02/01/2015

CHPD Case # 14X005350  
CHPD Evidence # 141000013  
Make: UNKNOWN  
Model: UNKNOWN  
Serial # HC1101000  
Review Date 01/06/2015

CHPD Case # 14X005358  
CHPD Evidence # 141000014  
Make: CHAOS  
Model: FS20  
Serial # HS120413827  
Review Date 01/06/2014

CHPD Case # 14X005475  
CHPD Evidence # 140900042  
Make: MT TEK20  
Model: WASATCH  
Serial # 298935 OR 1LY9903  
OR 20670328  
Review Date 12/09/2014

CHPD Case # 13X002026  
CHPD Evidence # 130400073  
Make: ROCKY MOUNTAIN  
Model: EDGE  
Serial # 1064211785  
Review Date 05/01/2014

CHPD Case # 14X002413  
CHPD Evidence # 140500054  
Make: TREK  
Model: 830  
Serial # tbid415cc8t5601  
Review Date

CHPD Case # 14X005504  
CHPD Evidence # 141000066  
Make: TREK  
Model:  
Serial # BT0415C8979598  
Review Date 01/13/2015

CHPD Case # 14X004765  
CHPD Evidence # 140900042  
Make: TREK  
Model: 20 BMX STYLE  
Serial # 298935  
Review Date 01/13/2015



# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-72

### A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH MIDVALE CITY FOR MAINTENANCE OF STREET IMPROVEMENTS (1300 EAST / UNION PARK AVENUE ISLANDS)

**WHEREAS**, UTAH CODE ANN. § 11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, the city of Cottonwood Heights (the “*City*”) and Midvale City (“*Midvale*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the legal boundary between the City and Midvale extends along much of the centerline of 1300 East and Union Park Avenue from I-215 to Creek Road (the “*Section*”), and each of such municipalities is responsible for repairs and maintenance to its portion of the Section; and

**WHEREAS**, pursuant to Resolution 2013-40, the City and Midvale entered into an interlocal cooperation agreement whereunder they cooperatively caused certain improvements and repairs to the roadways and median islands (the “*Islands*”) located in the Section; and

**WHEREAS**, the City and Midvale now have determined that it will be in their best interests for landscaping in the Islands to be performed by a common contractor, with the parties sharing the cost of that work (the “*Work*”); and

**WHEREAS**, pursuant to the authority granted in the Interlocal Cooperation Act, the City and Midvale desire to enter into an “interlocal agreement” (the “*Agreement*”) whereunder the Work will be performed on a cost-sharing basis as provided therein.

**WHEREAS**, the city council (the “*Council*”) of the City met in regular session on 11 November 2014 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed in order to make efficient use of the City’s resources;



**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Agreement with Midvale is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-72, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 11<sup>th</sup> day of November 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

**DEPOSITED** in the office of the City Recorder this 11<sup>th</sup> day of November 2014.

**RECORDED** this \_\_\_\_ day of November 2014.



**INTERLOCAL AGREEMENT BETWEEN  
MIDVALE CITY AND THE CITY OF COTTONWOOD HEIGHTS  
FOR THE LANDSCAPING ALONG UNION PARK BLVD.**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between MIDVALE CITY, a Utah Municipal corporation (“Midvale”) and the city of COTTONWOOD HEIGHTS, a Utah Municipal corporation (“Cottonwood Heights”); Midvale and Cottonwood Heights each being hereinafter referred to as the “Party” in the singular and collectively as the “Parties” in the Plural.

**RECITALS**

- A. WHEREAS, Midvale and Cottonwood Heights are public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953 as amended) (the “Act”); and
- B. WHEREAS, the Parties are authorized under the Act, to enter into an agreement with one another for joint or cooperative action; and
- C. WHEREAS, the legal boundary between Cottonwood Heights and Midvale extends along much of the centerline of 1300 East and Union Park Avenue from I-215 to Creek Road, and each of the Parties is responsible for repairs and maintenance of its improvements along such centerline; and
- D. WHEREAS, consequently, the Parties have a mutual interest in the beauty of the landscaping of the traffic islands along 1300 East and Union Park Avenue beginning on the South side of the I-215 interchange and ending at the North side of the Creek Road intersection (the “Islands”); and
- E. WHEREAS, the Parties acknowledge that the Parties can recognize cost savings and economies of scale by coordinating cost sharing and reimbursements between the Parties for the landscaping of the Islands;

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this Agreement, the receipt of which is acknowledged, covenant and agree as follows:

**AGREEMENT**

1. **PROJECT.**

Midvale and Cottonwood Heights agree to cooperate and fund the landscape maintenance costs for the Islands (the “Project”).

2. **RESPONSIBILITIES OF THE PARTIES:**

Each party agrees to pay \$210.00 each month between April and September to fund the Project.

3. **RESPONSIBILITIES OF MIDVALE:**

- A. Midvale agrees to enter into an agreement with A to Z Landscaping, Inc. for performance of the Project.



B. Midvale agrees to pay for the water needed to maintain the Project landscaping.

4. RESPONSIBILITIES OF COTTONWOOD HEIGHTS

A. Cottonwood Heights agrees to deliver \$210.00 to Midvale on or before the first day of each month between April and September.

B. Cottonwood Heights agrees to include "Union Park Blvd. Median Landscaping" in the memo line of said payments.

5. EFFECTIVE DATE

The Agreement shall become effective on the date hereof (the "Effective Date").

6. TERM OF AGREEMENT

The anticipated term of this Agreement is five (5) years from the Effective Date.

7. TERMINATION.

Either Party may terminate this Agreement without cause upon 30 days' prior written notice to the other Party in accordance with Section 16. Said termination shall not be construed as a breach of or default under this agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the Parties and no right or action or damages or the relief shall accrue to the benefit of the other Party as to this agreement or any portion thereof, which may so terminate and become null and void.

8. NON-FUNDING.

The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year, which is June 30, 2015. Each Party's obligation for performance for this Agreement beyond that date is contingent upon funds being appropriated for payment due under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds are appropriated and budgeted. Said termination shall not be construed as a breach of or default under this agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the Parties and no right or action or damages or the relief shall accrue to the benefit of the other Party as to this agreement or any portion thereof, which may so terminate and become null and void.

9. DISCRIMINATION.

The Parties agree that no person shall, on the grounds of race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status, be excluded from participation in, be denied the benefits of, be subject of discrimination, or discriminated against for employment resulting from this Agreement.



10. MODIFICATION AND NOVATION.

The Parties hereby agree that this Agreement shall not be subject to change, addition, or erasure or any other modification or novation except by the mutual written agreement signed by the Parties hereto.

11. ENTIRE AGREEMENT.

This Agreement and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the Parties regarding the subject matter hereof and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any Party. Each Party has relied upon its own examination of the full Agreement and the counsel of its own advisors.

12. INDEMNIFICATION.

Both Parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq. (2011, as amended) (the "Act"). Consistent with the terms of the Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act.

13. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the Parties, and their successors and assigns.

14. NON-WAIVER.

A waiver by either Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such waiver shall not affect the waiving Party's rights with respect to any other or further breach.

15. SEVERABILITY.

It is understood and agreed upon by the Parties hereto that if any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of this Agreement, and this agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

16. NOTICES.

All notices, consents, waivers or other instruments of communication required to be given under this Agreement shall be deemed properly given if, delivered personally or sent by registered or certified mail, postage prepaid, to the following addresses.

MIDVALE:	Midvale City
	Attn. City Manager
	7505 South Holden Street
	Midvale, UT 84047

Copy to: Midvale City  
Attn. City Attorney  
7505 South Holden Street  
Midvale, UT 84047

COTTONWOOD HEIGHTS: City of Cottonwood Heights  
Attn: City Manager  
1265 East Fort Union Blvd. #250  
Cottonwood Heights, UT 84047

Copy to: Wm. Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84133

17. THIRD PARTIES.

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the Parties hereto and their successors, any right or remedies of this Agreement, as a third-party beneficiary or otherwise.

18. HEADINGS.

The headings used in this Agreement are for convenience only and in no way define, limit or describe the scope of this Agreement or the intent of any provision.

19. APPROVAL BY ATTORNEY.

This Agreement shall be submitted to the authorized attorneys for the Midvale and Cottonwood Heights for approval in accordance with the Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5(3).

20. RATIFICATION.

This Agreement shall be approved by Midvale and Cottonwood Heights, through appropriate action, in accordance with the Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5.

21. NO INTERLOCAL ENTITY.

Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-206(b), the Parties agree that they do not, by this Agreement, create an interlocal entity.

22. JOINT BOARD.

Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertakings under this Agreement shall be administered by a joint board consisting of the Midvale mayor (or designee) and the Cottonwood Heights manager (or designee). Any real and personal property acquired by the Parties' cooperative undertaking herein shall be acquired, held, and disposed by each Party pursuant to applicable laws and ordinances.



IN WITNESS WHEREOF, Midvale City, by resolution duly adopted by its municipal council, a certified copy of which is attached hereto, authorized this Agreement to be signed by its mayor and attested by its recorder, and Cottonwood Heights, by resolution duly adopted by its municipal council, a certified copy of which is attached hereto, authorized this Agreement to be signed by its mayor and attested by its recorder.

MIDVALE CITY

By: \_\_\_\_\_  
JoAnn B. Seghini, Mayor

ATTEST:

By: \_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder

Date signed: \_\_\_\_\_

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9

By: \_\_\_\_\_  
Chad L. Woolley  
City Attorney

Date signed: \_\_\_\_\_

COTTONWOOD HEIGHTS

By: \_\_\_\_\_  
Kelvyn H. Cullimore, Mayor

ATTEST:

By: \_\_\_\_\_  
Kory Solorio  
City Recorder

Date signed: \_\_\_\_\_

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9

By: \_\_\_\_\_  
Wm. Shane Topham  
City Attorney

Date signed: \_\_\_\_\_



# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-73

### A RESOLUTION APPROVING AN AGREEMENT FOR GRAPHIC DESIGN AND LAYOUT SERVICES WITH EMILY ADAMS D/B/A EMD GRAPHICS

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 11 November 2014 to consider, among other things, approving an “Independent Contractor Agreement” (the “*Agreement*”) with Emily Adams d/b/a EMD Graphics (“*Provider*”) whereunder Provider would provide graphic design and layout services for the City; and

**WHEREAS**, the City provides community information to its citizens in various ways, including a monthly newsletter (the “*newsletter*”) delivered to each household; and

**WHEREAS**, the City also utilizes other types of print and web-based media to provide public notice of events and to otherwise communicate with the public (such the newsletter and all other types of communications from the City utilizing print and/or graphics are collectively referred to herein as the “*Media*”); and

**WHEREAS**, the City desires to engage the professional services of a graphic/layout designer to format and enhance the appearance of the Media; and

**WHEREAS**, the Provider has significant experience in providing graphic/layout design services of the type needed by the City; and

**WHEREAS**, the City desires to retain Provider to provide such graphic/layout design services as specified in the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-73, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 11 November 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_

**Kelvyn H. Cullimore, Jr.**, Mayor

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio**, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

**DEPOSITED** in the office of the City Recorder this 11<sup>th</sup> day of November 2014.

**RECORDED** this \_\_\_\_ day of November 2014.



# Independent Contractor Agreement

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (this “*Agreement*”) is entered into effective 14 October 2014 by and between **COTTONWOOD HEIGHTS**, a Utah municipality (“*City*”) and **EMILY ADAMS** d/b/a **EMD GRAPHICS** (“*Contractor*”).

## **RECITALS:**

A. City provides community information to its citizens in various ways, including a monthly newsletter (the “*newsletter*”) delivered to each household. City also utilizes other types of print and web-based media to provide public notice of events and to otherwise communicate with the public. The newsletter and all other types of communications from City utilizing print and/or graphics are collectively referred to herein as the “*Media*.”

B. City desires to engage the professional services of a graphic/layout designer to format and enhance the appearance of the Media.

C. Contractor has significant experience in providing graphic/layout design services of the type needed by City.

D. Based on City’s analysis of Contractor’s resume and references, City desires to retain Contractor to provide such graphic/layout design services as specified in this Agreement.

E. The parties have determined that it is mutually advantageous to enter into this Agreement.

## **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement of Contractor.** City hereby engages Contractor, and Contractor hereby agrees, to perform the Services (defined below) as specified in this Agreement.

2. **Detailed Description of the Services.** In furtherance of this Agreement, Contractor shall do, perform, and carry out in a good, professional and timely manner, the following services (such work, together with all ancillary and additional services and materials as may be reasonably required to accomplish the desired result in a competent, comprehensive and finished manner, is referred to herein as the “*Services*”):

(a) **Graphic Design Services.** Provide all graphic/layout design services requested by City in connection with the monthly newsletter and other Media produced by City, such as banners, placards, flyers, etc.

(b) **Additional Related Services.** Perform such additional related services in connection with production of the Media as City reasonably may direct.

Deadlines for monthly Services to be provided for the newsletter shall be as per the schedule for publication of the newsletter utilized from time to time by City and the printer of the newsletter. Deadlines for other Media projects shall be as reasonably requested by City. Contractor shall promptly (within 24 hours or less) respond to all e-mails, voicemails and other communications from any of City's employees. Contractor shall provide at least 30 days' prior written notice to City of any vacations or other times when Contractor will be unable to perform the Services.

3. **Fees for Services.** City shall pay Contractor for Services actually performed at the rate of \$40/hour.

4. **Method of Payment.** Each calendar month, Contractor shall submit to City a detailed invoice setting forth the Services performed during the immediately preceding calendar month, describing the Services rendered by date and by time expended (in one tenth hour increments), and specifying the resulting charges. Any reimbursable costs shall be separately itemized and accompanied by such back-up documentation as City reasonably may require. City shall pay (or provide a reasoned objection to) the amount set forth in the current invoice within 30 days after receipt.

5. **Services Performed in a Professional, Reasonable Manner.** Contractor shall perform the Services in a professional, reasonable, responsive manner in compliance with all laws and applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.

6. **Personnel, Equipment and Facilities.** Except as otherwise specified in this Agreement, Contractor shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, office space, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits, necessary or incidental to performing any and all of the Services. Contractor shall not use City staff as a means to perform the Services in lieu of using Contractor's own staff, nor shall Contractor perform any of the Services on City's premises or utilizing any City equipment or supplies.

7. **Term.** This Agreement shall be effective on the date hereof and shall terminate at 11:59:59 p.m. on 30 June 2015. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each until such time as it is terminated as provided in Section 10 of this Agreement.

8. **Assignment and Delegation.** If Contractor chooses to subcontract to one or more third parties any part(s) of the Services, such subcontract shall be at Contractor's own risk, and Contractor shall remain fully responsible for the full, timely and proper performance of all of the Services.

9. **Independent Contractor Status.** Contractor shall perform the Services as an independent contractor, and all persons employed by Contractor in connection herewith shall be employees or independent contractors of Contractor and not employees of City in any respect.



(a) **Control.** Contractor shall have complete control and discretion over all personnel providing Services hereunder.

(b) **Salary and Wages.** City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Services hereunder.

(c) **No Employment Benefits.** All personnel providing Services are and shall be and remain Contractor's employees, and shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

10. **Termination.** Either party may terminate this Agreement, without cause, upon at least 60 days' prior written notice to the other party. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, City shall pay Contractor all amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.

11. **Indemnification.** Contractor shall defend, indemnify, save and hold harmless City (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way from the Services provided, or to be provided, hereunder. Contractor shall so defend, indemnify, save and hold harmless City whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of Contractor (or any officers, employees, agents, subcontractors, etc. of Contractor), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Contractor to indemnify as provided in this section with respect to (a) City's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Contractor hereunder.

12. **Laws and Regulations.** Contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable.

13. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Contractor any exclusive right to perform any or all Services (or similar services) now or hereafter required by City.

14. **Conflict Resolution.** Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by City, which shall provide written notice of the decision to Contractor. Such decision by City shall be final unless Contractor, within 30 calendar days after such notice of City's decision, provides to City a

written notice of protest, stating clearly and in detail the basis thereof. Contractor shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 15 below.

15. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Contractor shall continue to perform the Services during any such litigation proceedings and City shall continue to make undisputed payments to Contractor in accordance with the terms of this Agreement.

16. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City: COTTONWOOD HEIGHTS  
Attn. John Park, City Manager  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047

with a copy to: Wm. Shane Topham  
CALLISTER NEBEKER & MCCULLOUGH  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84133

Contractor: Emily Adams  
EMD Grapics  
P.O. Box 1104  
Eden, UT 84310

17. **Intellectual Property Rights.** City shall own and retain all right, title and interest in and to all Services and all other reports, documents, materials, ideas, concepts, know-how, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, data, information, graphics, designs, layouts and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by Contractor in connection with the Services or which relate in any manner to the Services or which result from any Services produced or undertaken by Contractor for City, including any and all intellectual property rights therein (collectively, the “*Work Product*”). To the extent applicable, City shall be deemed to be the “author” of all Work Product, and all Work Product will constitute “works made for hire” under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.), and any other applicable law. To the extent that any Work Product does not constitute a work made for hire, Contractor hereby assigns to City all right, title and interest that Contractor may have or may hereafter acquire in all Work Product, including all intellectual property rights therein.



18. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) **Time.** Time is the essence hereof.

(f) **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) **Litigation.** If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing

party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.

**DATED** effective the date first-above written.

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**

\_\_\_\_\_  
**Kory Solorio, Recorder**

By:\_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**CONTRACTOR:**

\_\_\_\_\_  
**EMILY ADAMS d/b/a EMD GRAPHICS**